

REPUBLIKA NG PILIPINAS
SANGGUNIANG PANLUNGSOD
LUNGSOD NG ORMOC

EXCERPT FROM THE MINUTES OF THE REGULAR SESSION OF THE
FIFTEENTH SANGGUNIANG PANLUNGSOD NG ORMOC HELD
AT THE SANGGUNIANG PANLUNGSOD SESSION HALL,
ORMOC CITY HALL BUILDING
ON JULY 27, 2021

PRESENT:

Tomas R. Serafica,	(Temporary Presiding Officer)
	SP Member, Presiding Officer "Pro-Tempore"
Benjamin S. Pongos, Jr.,	SP Member, Majority Floor Leader
Roiland H. Villasencio,	SP Member, 1 st Asst. Majority Floor Leader
Nolito M. Quilang,	SP Member, 2 nd Asst. Majority Floor Leader
Eusebio Gerardo S. Penserga,	SP Member
Jasper M. Lucero,	SP Member
Vincent L. Rama,	SP Member
Gregorio G. Yrastorza III,	SP Member
Lalaine A. Marcos,	SP Member
Esteban V. Laurente,	Ex-Officio SP Member, Chapter President, Liga ng mga Barangay ng Ormoc
Joan Marbie C. Simbajon,	Ex-Officio SP Member, Chapter President, Panlungsod na Pederasyon ng mga Sangguniang Kabataan ng Ormoc

ON OFFICIAL BUSINESS:

Peter M. Rodriguez, (Acting City Mayor), SP Member

ON LEAVE:

Leo Carmelo L. Locsin, Jr. City Vice Mayor & Presiding Officer

RESOLUTION NO. 2021-211

**A RESOLUTION GRANTING AUTHORITY TO THE CITY
MAYOR RICHARD I. GOMEZ OR HIS REPRESENTATIVE
TO ENTER INTO AND SIGN THE MEMORANDUM OF
UNDERSTANDING (MOU) BETWEEN THE CITY
GOVERNMENT OF ORMOC AND KABANG KALIKASAN
NG PILIPINAS FOUNDATION INC. (KKPFI).**

WHEREAS, this Fifteenth Sangguniang Panlungsod was in receipt of an Indorsement dated July 07, 2021 from the Office of the City Mayor, requesting for an issuance of a Resolution granting authority to the City Mayor or his representative to enter into and sign a Memorandum of Understanding (MOU) hereto attached as "ANNEX A" between the City Government of Ormoc and Kabang Kalikasan ng Pilipinas Foundation Inc. (KKPFI);

WHEREAS, in an Opinion dated June 10, 2021, the City Legal Office finds the provisions of the MOU as not contrary to law, public policy, morals, or order, and a copy of the Opinion is hereto attached as "ANNEX B" and made an integral part hereof;

WHEREAS, KKPFI, is a national organization of the World Wide Fund for Nature (WWF), a non-profit organization engaged in the implementation of field projects all over the Philippines in conserving biodiversity and poverty mitigation;

WHEREAS, WWF aims to support the creation of ONE PLANET CITIES (OPC) globally, where people thrive within the ecological limits of our precious planet and WWF-Philippines is locally implementing OPC project with the main goal of assisting Philippines Cities to have the capabilities to implement inclusive climate actions in line with the 1.5C global target and enhanced adaptive and resilient recovery plans;

WHEREAS, ONE PLANET CITY CHALLENGE (OPCC), formerly known as "Earth Hour" City Challenge (EHCC) since its launch in 2011, is an OPC flagship and a biennial, recurring activity that aims to mobilize climate and sustainability actions in cities, while simultaneously providing support for existing actions, in the global transition towards a climate-friendly, one-planet future;

WHEREAS, Participating Philippine cities will gain (1) opportunities to tap into available WWF programs on capacity-building, urban nature-based solutions, transport, waste, food and more, both locally and internationally; (2) collaboration with leading city networks including the Global Covenant of Mayors, ICLEI, C40 and CDP; and (3) city profiling in WWF's public engagement campaign called We Love Cities (WLC) for the declared OPCC finalists;

WHEREAS, LGUs are vested with powers under Republic Act No. 7160, otherwise known as the Local Government Code of 1991, to provide ecological balance and general welfare of its constituents;

WHEREAS, LGUs are designated as the frontline agencies to respond to climate change impacts and risks under Republic Act No. 9729, otherwise known as the Climate Change Act of 2009;

WHEREAS, the City of Ormoc declared its intentions to join OPCC as a new Philippine City Participants to be part of the global challenge for cities that want to take the lead in the necessary climate transition through its submitted Expression of Interest (EOI);

WHEREAS, the subject MOU clearly and plainly encapsulates the terms and conditions of the agreement of the parties thereto, including their specific roles and obligations towards the attainment of the lofty ends of the same, and this Sanggunian, upon thorough review, finds that the same is entered into for the best interests of the City and its constituents, and therefore, it is most deserving of this august Body's prompt and favorable consideration;

WHEREFORE, on joint motion of SP Member Lalaine A. Marcos, Chairperson, Committee on Environment and Natural Resources, and SP Member Benjamin S. Pongos, Jr., Chairperson, Committee on Laws and Ordinances, severally seconded by SP Members Joan Marbie C. Simbajon, Gregorio G. Yrastorza III, Esteban V. Laurente, Nolito M. Quilang, Roiland H. Villasencio and Eusebio Gerardo S. Penserga; be it

RESOLVED, AS IT IS HEREBY RESOLVED, to pass A RESOLUTION GRANTING AUTHORITY TO THE CITY MAYOR RICHARD I. GOMEZ OR HIS REPRESENTATIVE TO ENTER INTO AND SIGN THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY GOVERNMENT OF ORMOC AND KABANG KALIKASAN NG PILIPINAS FOUNDATION INC. (KKPFI);

ADOPTED, July 27, 2021.

RESOLVED, FURTHER, that a copy of the final notarized Memorandum of Understanding (MOU) be submitted to this Sanggunian for its information and files;


RESOLVED, FINALLY, to furnish copies of this resolution each to the City Mayor of Ormoc Richard I. Gomez; the City Administrator, Mr. Vincent L. Emnas; the City Legal Officer, Atty. Josephine Mejia-Romero; the CPDO; ENRO; CDRMO; KKPFI; the City Local Government Operations Officer-DILG; and other offices concerned for their information and guidance;

CARRIED UNANIMOUSLY.

I HEREBY CERTIFY to the correctness of the foregoing resolution.


MARIA ANTONIETA G. CO HAT
Secretary to the
Sangguniang Panlungsod

ATTESTED:


TOMAS R. SERAFICA
(Temporary Presiding Officer)
SP Member
Presiding Officer "Pro-Tempore"

MEMORANDUM OF UNDERSTANDING

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Understanding ("MOU") is made and entered into and executed this ____ day of _____ 2021, at City of _____ by and between:

The **ORMOC CITY** a public corporation duly established and existing by virtue of the laws of the Republic of the Philippines, with office address at **Anubing Street, Ormoc City** duly represented herein by its City Mayor, the **HONORABLE RICHARD I. GOMEZ**

- and -

The **KABANG KALIKASAN NG PILIPINAS FOUNDATION INC. (KKPFI)**, also known as the World Wide Fund for Nature – Philippines (WWF-Philippines), an organization existing under and by virtue of the laws of the Republic of the Philippines, with principal office address at the **4th Floor, JBD PLAZA, #65 Mindanao Avenue, Brgy. Bagong Pag-asá, Quezon City**, represented by its Executive Director, **MS. KATHERINE CUSTODIO**;

The **Ormoc City** and **KKPFI** are hereinafter collectively referred to as "**Parties**" and individually as "**Party**".

WITNESSETH: That –

WHEREAS, **KKPFI**, a national organization of the World Wide Fund for Nature (the "WWF"), is a non-stock, non-profit organization engaged in the conservation and preservation of the environment in selected areas of the Philippines by helping communities adapt to climate change, switch to clean renewable sources of energy and infuse sustainability into the lives and businesses of Filipinos;

WHEREAS, **ORMOC CITY** is a local government unit (LGU) and a first-class independent component city in the Philippines, composed of 110 barangays. With the population of 215, 031 based on the 2015 Census, it is the second most-populous city of the province and also considered as the economic, cultural, commercial and transportation hub of

Western Leyte.
REVIEWED

WHEREAS, **WWF** aims to support the creation of **ONE PLANET CITIES (OPC)** globally, where people thrive within the ecological limits of our precious planet and **WWF-Philippines** is locally implementing the OPC project with the main goal of assisting Philippine cities to have the capacities to implement inclusive climate actions in line with 1.5C global target and enhanced adaptive & resilient recovery plans.

WHEREAS, **ONE PLANET CITY CHALLENGE (OPCC)**, formerly known as 'Earth Hour City Challenge' (EHCC) since its launch in 2011, is an **OPC flagship** and a biennial, recurring activity that aims to mobilize climate and sustainability actions in cities, while simultaneously voicing support for existing actions, in the global transition towards a climate-friendly, one-planet future.

WHEREAS, **OPCC** opens an opportunity to cities to demonstrate that they have science-based emissions reduction targets that align with a 1.5C future and that these targets are supported by evidence-based climate action planning.

ORMOC CITY LEGAL OFFICE
App. Phil. _____
Separate Opinion _____
Dr. City Ch. _____
Not simultaneously _____
policy, moral. _____
Amendment/Revision _____
BY: _____ DATE: _____

WHEREAS, the participating cities are asked to report the following most important components on the OPCC assessment: (1) targets and commitments; (2) action plans; (3) a greenhouse gas (GHG) inventory; and (4) renewable energy and/or energy efficiency actions on a unified online reporting platform, the same as for the Global Covenant of Mayors (GCoM) with cities reporting on the CDP Cities platform.

WHEREAS, when joining OPCC, cities will receive (1) recognition of achievements on WWF and partners' communications channels; (2) strategic "Feedback Report" with an independent review of your city's climate action plan based on CDP-ICLEI unified reporting system; (3) support in setting science-based targets that reflect the Paris Agreement's goal of limiting climate change to 1.5 °C; and (4) toolbox with guidance on design of a climate action package and educational materials aimed at increasing public participation and involvement

WHEREAS, participating Philippine cities will gain (1) opportunities to tap into available **WWF programs** on capacity-building, urban nature-based solutions, transport, waste, food and more, both locally and internationally; (2) collaboration with leading city networks including the **Global Covenant of Mayors, ICLEI, C40 and CDP** and (3) city profiling in WWF's public engagement campaign called We Love Cities (WLC) for the declared OPCC finalists

WHEREAS, **LGUs** are vested with powers under Republic Act Number 7160, otherwise known as the Local Government Code of the 1991, to provide ecological balance and general welfare of its constituents.

WHEREAS, **LGUs** are designated as the frontline agencies to respond to climate change impacts and risks under Republic Act Number 9729 otherwise known as the Climate Change Act of 2009.

WHEREAS, **ORMOC CITY** has declared its intention to join OPCC as a **new Philippine city participant** to be part of the global challenge for cities that want to take the lead in the necessary climate transition through its submitted Expression of Interest (EOI).

WHEREAS, **ORMOC CITY** and **KKPFI** share a common objective of supporting projects that directly promote energy efficiency, renewable energy, climate adaptation and conservation that consequently protect the environment and promote sustainable urban development and low-carbon future;

WHEREAS, **ORMOC CITY** and **KKPFI** have agreed to work together as partners to spread awareness on the urgency of the climate change crisis, its adverse impacts, and the crucial solutions to address the crisis;

NOW, THEREFORE, for and in consideration of the foregoing premises and of the mutual covenants hereinafter set forth, the Parties hereby agree on the following terms and conditions:

ORMOC CITY LEGAL OFFICE

Approved

Separate Opinion

Drafted by

Not contrary to

policy, moral

Amendments/Revisions

ARTICLE I – DEFINITION OF TERMS

"Project" shall refer to the **"One Planet Cities (OPC)"** more particularly set forth in the **Project Brief** which is attached as Annex A and that is to be pursued by the **Ormoc City** and **KKPFI** in accordance with the objectives of this Agreement.

"Technical Assistance Provider" shall refer to **"ICLEI-Southeast Asia Secretariat (ICLEI-SEAS)"** which entered into an agreement with **KKPFI**.

BY: 

DATE: 6-14-21

ARTICLE II – ROLES AND RESPONSIBILITIES

1. ORMOC CITY shall:

- a) Work together with KKPFI and its Technical Assistance Provider to create a jointly designed workshop to meet the needs of the city.
- b) Designate their point person whom KKPFI and its Technical Assistance Provider can coordinate, communicate and seek assistance with. Preferably the said point person would have knowledge in information technology and be familiar with any related program for the submission of data online.
- c) Assist KKPFI and its Technical Assistance Provider by providing free and timely access to all necessary and relevant documents, data, and information in relation to the Project.
- d) Attend/Send representatives in any relevant meetings and stakeholders' presentation events (virtual or physical) in relation to the Project.
- e) Provide necessary transportation and/or accommodation for the designated OPCC City Focal Person/s when there is a need to attend relevant meetings and workshops outside Ormoc City.
- f) Participate in technical webinars and conference calls in relation to the Project.
- g) Willingly report its information and data to the internationally recognized online platform and openly share them to the public.
- h) Assist KKPFI in other OPC potential programs or activities with the city involving other sectors such as youth, academes and in-city business, etc., when requested.
- i) Organize various IEC activities in support for OPCC's public campaign, if needed.
- j) Perform such other activities and provide necessary resources deemed necessary in the effective and efficient implementation of this Project.

2. KKPFI shall:

- a) Work together with Ormoc City to create a jointly designed workshops to meet the needs of the city.
- b) Conduct OPCC-related workshop, along with its Technical Assistance Provider with the designated participants from the City.
- c) Utilize the data and information received from City solely for the Project.
- d) Include as government partner the name of the City in relevant OPCC Press Releases and other related communication materials, where permitting.
- e) Support the City's IEC activities in relation to the OPCC's public campaign by providing a representative to act as technical resource speaker, if requested.
- f) Perform such other activities deemed necessary in the effective and efficient implementation of the Project.

REVIEWED
ORMOC CITY LEGAL OFFICE
____ Approved
____ Separate Opinion
____ Drafted by CLO
✓ Not contrary to laws, public policy, moral.
Amendments/Remarks
BY: <u>[Signature]</u> DATE: <u>6-24-21</u>

ARTICLE III – EFFECTIVITY

This MOU shall take effect upon signing hereof by the Parties and shall continue to be in full force and effect until terminated and/or modified by mutual consent of the herein Parties, whichever comes first.

ARTICLE IV – WARRANTIES AND INDEMNITY

1. Each of the Parties warrant that each is an entity duly organized and existing under the laws of the Republic of the Philippines and has the power and authority to conduct its business as currently conducted and to consummate the transactions contemplated in this Agreement.
2. Each of the Parties warrant that each has the power to execute and deliver, and to perform its obligations under this Agreement, and has taken all necessary corporate and legal action to authorize the execution of this Agreement.
3. Each of the Parties warrant that their respective signatories herein are duly authorized to execute this Agreement.
4. **KKPFI** warrants that it is authorized by WWF to enter into this Agreement and to bind itself insofar as it involves or pertains to WWF.
5. Each Party shall save and hold the other harmless from and against all liabilities, claims, and demands arising out of any action, omission, negligence or breach of this Agreement.

ARTICLE V – ARBITRATION AND LEGAL ACTION

1. If any ^{dispute?} agreement should arise from the performance of the obligations on this contract or with regard to any provision thereof, the Parties agree to submit to arbitration or mediation proceedings.

ARTICLE VI – CONFIDENTIALITY

1. Either Party shall not disclose to any person, use or reproduce any information concerning the business or affairs of the other, except as may be directly required in the performance of this Agreement. No information shall be passed on to any third party unless otherwise formally agreed upon by both parties.

2. Both Parties shall take all the necessary precautions to prevent any such unauthorized disclosure by any of their respective employees, agents or representatives and shall exercise all reasonable care and diligence to prevent actions or conditions that could result in a conflict with the other party's best interests.

ARTICLE VII – AMENDMENT

This Understanding may be revised, amended or modified only through a written agreement duly executed and signed by the Parties hereto.

REVIEWED
ORMOC CITY LEGAL OFFICE
Approved _____
Separate Opinion _____
Drafted by GLO _____
<input checked="" type="checkbox"/> Not contrary to laws, public policy, moral.
Amendments/Revisions _____
BY: <u>[Signature]</u> DATE: <u>6.14.21</u>

ARTICLE VIII – SEPARABILITY CLAUSE

Should any provision of the Agreement be declared null, void or unenforceable by any competent government agency or court, this shall not affect the other provisions of this Agreement which are capable of severance and which will continue unaffected. The Parties agree that any provision declared null, void or unenforceable by any competent government agency or court shall be replaced with valid or enforceable provisions as closely aligned with the original intent of the parties as possible.

IN WITNESS WHEREOF, the Parties have hereto agreed and affixed their signature on the date and place first above written.

ORMOC CITY

**KABANG KALIKASAN NG
PILIPINAS FOUNDATION INC.**

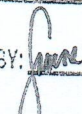
BY :

BY :

HON. RICHARD I. GOMEZ
City Mayor

KATHERINE CUSTODIO
Executive Director

Signed in the presence of:

REVIEWED
ORMOC CITY LEGAL OFFICE
City Government of Ormoc
Separate Opinion
Drafted by CLO
<input checked="" type="checkbox"/> Not contrary to laws, public policy, moral.
Ammendments/Revisions
BY:  DATE: 6-24-21

KKPFI (WWF-Philippines)

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES) S.S.
_____ City)

Before me, a Notary Public for and in the _____, this _____ day of _____ 2021 in the _____, personally appeared the following, exhibiting to me the following described Competent Evidence of Identity ("CEI"):

<u>Name</u>	<u>Competent Evidence of Identity</u>	<u>Date/Place Issued</u>
Hon. Richard I. Gomez	_____	_____
Katherine Custodio	_____	_____

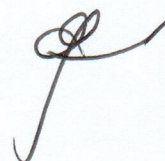
Known to me and to me known to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is their free and voluntary act and deed and that of the agency and organization, which they respectively represent.

This instrument refers to a Memorandum of Agreement, which consists of six (6) pages, signed by the parties and their witnesses on each and every page thereof and hereof, including this page whereon the acknowledgment is written, and stamped with my notarial seal.

WITNESS MY HAND AND SEAL the date and place first above written.

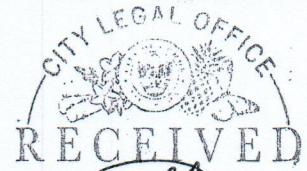
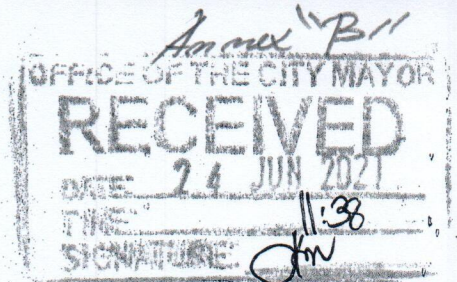
NOTARY PUBLIC

Doc. No. _____
Page No. _____
Book No. _____
Series of 2021





Republic of the Philippines
OFFICE OF THE CITY MAYOR
Ormoc City



DATE: 6-10-2021

TO: ATTY. JOSEPHINE M. ROMERO
OFFICE: CW

BY: *[Signature]*
DATE: 6/11/21
TIME: 2:39

ATTACHED IS REFERRED TO YOUR OFFICE FOR:

___ APPROPRIATE ACTION

___ REQUEST IS APPROVED SUBJECT TO: _____

___ ASSISTANCE REGARDING _____

___ OTHERS *for review*

___ FOR COMMENT(S)/RECOMMENDATION(S) WITHIN _____ DAYS FROM RECEIPT HEREOF

For and under the authority of Mayor Richard I. Gomez

MA. VICTORIA LYRA P. DELA CERNA
City Govt. Asst. Dept. Head I

REVIEWED
REFERENCE(S)/COPY FURNISHED:

ORMOC CITY LEGAL OFFICE

Approved

6541 Ormoc City, Leyte, Philippines
Telephone (053)255-9198; FAX (053)561-8000(1000)

www.ormoc.gov.ph

#GetOrmocMovingAgain

Drafted by CLO

Not contrary to laws, public
policy, moral.

Amendments/Revisions

BY: *[Signature]* DATE: 6-24-21

for implementing office: please attach project brief (Art. I), it conforms with purpose & plans - endorse to CMO for request to SP for authority of City/Acting Mayor to sign now. verify also for maintainability / capacity to comply with Art II.2.